



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Authorize the City Manager to approve a Memorandum of Understanding between San Joaquin County law enforcement agencies for the purpose of establishing a data sharing network referred to as the Justice Data Link (JDL).

MEETING DATE: March 16, 2005

PREPARED BY Jerry J. Adams, Chief of Police

RECOMMENDED ACTION: That the City Council authorize the City Manager to approve a Memorandum of Understanding between San Joaquin County law enforcement agencies for the purpose of establishing a data sharing network referred to as the Justice Data Link (JDL).

BACKGROUND INFORMATION: The San Joaquin County Law Enforcement Justice Data Link provides better communication among law enforcement agencies in San Joaquin County. The Justice Data Link will allow law enforcement agencies within our county to search names, vehicles, etc...against each others' databases in an effort to solve crimes through enhanced communication and cooperation between agencies. Some of the investigative tools the JDL will provide for police officers will include, but not be limited to:

- Demographic data including AKA's, addresses and phone numbers
- All known local, state and federal identification numbers
- All available case or field identification information
- Access to mug shots
- Access to fingerprint ID
- Access to case files if allowed and/or approved by the lead agency

The **MOU** has been reviewed by Deputy City Attorney Janice Magdich and approved as to form.

FISCAL IMPACT: Costs associated with this project are being paid through federal grant funding obtained by the San Joaquin County Sheriffs Department and through local Remote Access Network (RAN) board funding. Chief Adams is the Chairman for the Countywide RAN Committee. No local match is required to complete this countywide project and any local agency expenditures for this Data Link will be reimbursed by the Grant or RAN Funds.

FUNDING AVAILABLE: N/A


Jerry J. Adams
Chief of Police

cc: City Attorney

APPROVED: 
Blair King, City Manager

COPY

San Joaquin Justice Data Link Memorandum of Understanding

REMOTE ACCESS NETWORKED DATABASES

This memorandum of understanding (hereinafter "MOU") is entered into this _____ day of _____, 2004 between the following participating agencies within San Joaquin County:

City Agencies: Escalon Police Department, Lathrop Police Department, Lodi Police Department, Manteca Police Department, Ripon Police Department, Stockton Police Department, and Tracy Police Department

San Joaquin County Agencies: Sheriffs Department, District Attorney, Probation

State of California: Highway Patrol Stockton, Highway Patrol Tracy

DEFINITIONS

- **SYSTEM.** Temporary name for the Tiburon database. The initial name will be Tiburon IDB. Once other RMS systems are added the name Tiburon product is named the Justice Data Link. It is in the interest of our group to create a name unique to this system.
- **CAL-Identification System / CAL-ID.** Penal Code Section 11112.1 established the California Identification (CAL-ID) System. **The** CAL-ID program is a division of the California Department of Justice (DOJ) which manages a network of over fourteen hundred devices dedicated to the matching of fingerprints for the purpose of protecting the public.
- **Remote Access Network / RAN.** Penal Code Section 11112.1 also established the development of a identification network in each county. The network was created for accessing and managing the identification of individuals in California. **This** section also required each county to select representatives for the RAN Board to provide management of the CAL-ID/RAN funds.
- **Memorandum of Understanding / MOU.** This Interagency Database MOU was devised to identify a set of guidelines for the members of the San Joaquin County RAN agencies. **This** document was created under the guidance of the RAN Board.
- **Remote Access Network Databases.** For the purpose of this MOU, RAN Databases will be those accessible from the equipment managed by or related to the RAN Member agencies.
- **Remote Field Access.** The term remote field access represents accessing data available through the RAN network outside of the normal office locations. In most instances devices used to access data remotely are called Mobile Data Computers (MDC).
- **Technical Advisory Committee / TAC.** The TAC provides the RAN Board with recommendations and management for technically related matters of the RAN system. The TAC has representation for all RAN member agencies. The members of the TAC represent various levels of technical, administrative and programmatic experience.
- **AKAs / Also Known As.** AKAs are common amongst those committing crimes. Combining AKAs to single individuals proves to be very valuable when investigating crimes and criminal behavior.

- **County Criminal Justice Information System / CJIS.** *San Joaquin County maintains a central CJIS system that links law and justice related data from the Sheriff, Courts and District Attorney. The acronym of CJIS is extremely common in the law and justice world. Many cities, counties and states maintain their individual CJIS systems with various levels of participation and data.*
- **Juvenile Justice Information System / JJIS.** *Similar to the County CJIS, JJIS is a collection of data related to minors in the law and justice system. A major difference between the CJIS and JJIS systems is the higher level of confidentiality consideration for juveniles.*
- **Records Management System / RMS.** *Each agency maintains case files in a computerized records management system (RMS). The purpose of the SYSTEM is to create a method for linking all the data into a single data file. Once created the SYSTEM will allow all agencies to share experience and names.*
- **Custody Information System / CusInS.** *This database contains the majority of Custody related information from the management of the Sheriff's Jail Operations. CusInS also works as intermediate software for the management of local mugshots and fingerprints.*

PURPOSE

The purpose of the MOU is (1) to outline the mission and procedures of the San Joaquin County Remote Access Network Databases (hereinafter referred to as "SYSTEM"), and (2) to specify relationships between the participating agencies.

MISSION

The SYSTEM Program is designed to allow all law enforcement agencies in San Joaquin County to share vital identification information from all information systems used by the various departments. The program is created on the premise that the ability of law enforcement to positively identify individuals will enhance their ability to protect the community. The mission of the SYSTEM will be to provide as much identification information to each agency that is available to be shared. To that end the participating agencies agree to this Memorandum of Understanding (MOU) concerning the creation and use of the SYSTEM. The participating agencies jointly and separately agree to abide by the terms and provisions of this MOU throughout the operation of the database.

GOALS

The SYSTEM Program will: 1) identify individuals, allow for investigations, provide remote field access when possible; 2) maintain communications with the participating agencies and other divisions of the SYSTEM to realize maximum effective use of the data and minimize the chances of damage or interference with any other program; 3) coordinate these efforts with allied agencies who request assistance while working toward similar targets or goals; 4) provide additional education to law enforcement officers relative to use of the SYSTEM.

PROCEDURES

The San Joaquin County RAN Board will assign a manager to administer the program and provide coordination between the RAN Board, SYSTEM participating agencies and members of the RAN Technical Advisory Committee. The SYSTEM will include demographic and case related data as agreed upon by the RAN Board.

Those individuals to be included in the SYSTEM will include all individuals that have a record on file with any of the participating agencies.

The primary data elements will include but not be limited to:

1. All demographic data including AKAs, last known addresses and phone.
2. All known local, state, and federal identification numbers.
3. All available case or field identification information.
4. Access to mug shots.
5. Access to fingerprint ID.
6. Access to case files if allowed and/or approved by the lead agency.

COMPOSITION OF THE DATA FOR THE SYSTEM

The SYSTEM will consist of data from the Tiburon Records Management System utilized by the Sheriff's Department and Stockton PD and the following systems, Escalon PD – RIMS, Lodi PD – Data 911, Manteca PD – New World, Tracy PD – West Covina Systems, Ripon PD – RIMS. Data for Adult Probation, Juvenile Probation and the District Attorney will be coordinated through the County CJIS, CusInS and JJIS systems

CHANGES IN AGENCY AND SYSTEM SOFTWARE

By agreeing to the terms of this MOU each participating agency agrees to coordinate any proposed changes to their computer systems which may affect the data-sharing with the SYSTEM. This will include any changes to software, hardware, operating systems, networking infrastructure and policy that affects this agreement.

COSTS ASSOCIATED WITH PARTICIPATION

Costs associated with the SYSTEM, which are directly attributable to the data-sharing programs, are eligible for reimbursement by the RAN finding. Each request for reimbursement will be developed by working through the RAN Technical Advisory Committee. Requests will be considered only at scheduled RAN Board Meetings.

SECURITY

Each agency that provides data to or uses data from the SYSTEM is responsible for adhering to California Department of Justice standards and policies in regards to the security and accuracy of information provided to the SYSTEM. This responsibility includes, but is not limited to, the training of employees who access and update the SYSTEM systems; records security and accuracy; timely purging of records; and court-ordered sealing of information.

POLICY AND DIRECTION

The policy and direction of the SYSTEM will be consistent with and governed by the Mission, Goals, and Procedures statements of this document.

CONFIDENTIAL INFORMATION

It is understood that any confidential information relating to demographic, case or departmental information will only be shared with participating SYSTEM members or other law enforcement agencies having a "right to know" and a "need to know."

LOCATION

The SYSTEM will operate from physical space inside the San Joaquin County Sheriffs Department.

RESOURCES

Participating agencies agree to provide support in staff, physical, and communication resources to the SYSTEM where available, provided each agency's primary mission is not compromised.

PERSONNEL AND ADMINISTRATIVE MATTERS

Compensation

Each agency agrees to assume all compensation for their staff assigned to the SYSTEM.

Auditing and Reports

All SYSTEM investigative records will be maintained at the San Joaquin County Sheriffs Department. Reports and summaries of SYSTEM usage will be prepared and furnished to all participating agencies through the RAN Board. All SYSTEM information will be available to each of the participating law enforcement agencies.

Liability

Each agency shall assume the responsibility and liability for the acts and omissions of its own officers, agents, or employees in connection with the performance of their official duties under this MOU. For tort liability purposes, no participating agency shall be considered the agent of the other participating agencies. Each participating agency shall be liable (if at all) only for the torts of its own personnel that occur within the scope of their official duties.

The provisions contained herein include any violation of applicable law, ordinance, regulation, or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of any agency, or any of its agents, officers, or employees in its, or their performance hereunder.

It is the intent of the parties hereto that, where negligence is determined to have been contributory, principles of comparative negligence will be followed and each party shall bear

the proportionate cost of any loss, damage, expense and liability attributable to that party's negligence.

The agencies shall establish procedures to notify the other agencies, through the management established by the RAN Board, where appropriate of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification provision. The agencies shall cooperate in the defense of such actions brought by others with respect to the matters covered in this MOU. Nothing set forth in this memorandum of understanding shall establish a standard of care for, or create any legal rights in, any person not a party to this MOU.

Non-waiver

Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this MOU.

Modification

No waiver, alteration, modification, or termination of this MOU shall be valid unless made in writing and signed by the authorized parties hereof. Any waiver, alteration, modification, or termination of this MOU shall require a minimum of 30 days notice to the RAN Board.

Counterparts

This MOU may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

Captions

The headings or captions to the Articles of this MOU are not a part of the MOU and shall have no effect upon the construction or interpretation of any part thereof.

Severability

If any term, covenant, or condition of this MOU is held by a court of competent jurisdiction to be invalid, the remainder of this MOU shall remain in full force and effect.

Ambiguities

The parties have each carefully reviewed this MOU and have agreed to each term of this MOU. No ambiguity shall be presumed to be construed against any other party.

Governing Law

The interpretation and enforcement of the MOU shall be governed by the laws of the State of California, and where applicable, by federal law. The parties agree to submit any disputes arising under the MOU to a court of competent jurisdiction located in San Joaquin County, California.

Terms of Agreement

It is agreed that this Memorandum of Understanding will be in force from the date of the last agency signing this document. The portion of the MOU relating to a specific agency may be

terminated at any time by a participating agency delivering a written notice of termination to the other participating agencies and the RAN Board with a minimum of 30 days notice. An agency's termination of their involvement in the SYSTEM will not negate the continuing agencies' participation and agreement under the existing MOU.


Integration

This MOU embodies the entire agreement of the parties in relation to the scope of services herein described, and no other agreement or understanding, verbal or otherwise, exists between the parties with the exception of contracts assigned pursuant to the issuance of grant funds.

Dated
San Joaquin County Sheriffs Department
Sheriff Baxter Dunn

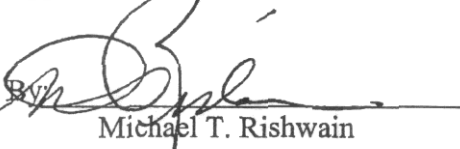
Dated:
San Joaquin County District Attorney's Office
District Attorney, John Phillips

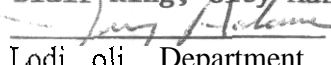
Dated
San Joaquin County Probation Department
County Probation Officer, Chris Hope

 12/9/04

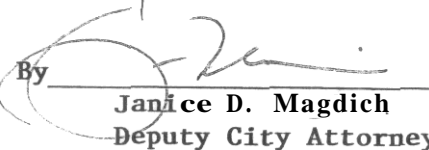
Dated:
City of Stockton
City Manager, Mark Lewis

Approved as to Form:


By
Michael T. Rishwain
Assistant City Attorney
City of Stockton

Dated:
City of Lodi
Blair King, City Manager

Dated:
Lodi oli Department

Approved as to Form:


By
Janice D. Magdich
Deputy City Attorney
City of Lodi


Dated: 12/13/04
Stockton Police Department

_____ Dated:
California Highway Patrol - Stockton

_____ Dated:
California Highway Patrol - Tracy

_____ Dated:
Escalon Police Department

_____ Dated:
Tracy Police Department

_____ Dated:
Lathrop Police Department

_____ Dated:
Manteca Police Department